

AG Contract No. KR920089TRN  
ECS File: JPA 92-11  
Project: H 0036 02D/H 0084 02D  
Section: Repatriation of  
Human Remains and Grave Goods.

INTERGOVERNMENTAL AGREEMENT  
BETWEEN  
THE STATE OF ARIZONA  
AND  
THE GILA RIVER INDIAN COMMUNITY

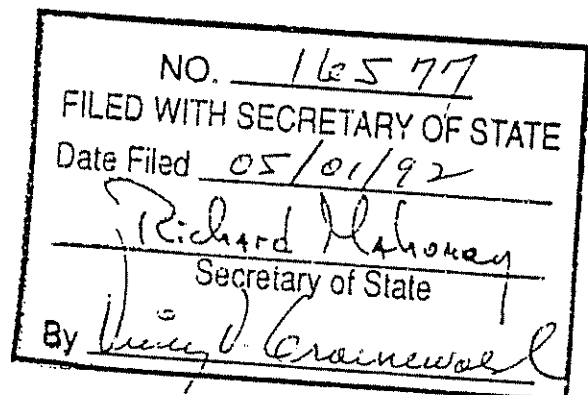
THIS AGREEMENT is entered into 1 May, 1992,  
pursuant to Arizona Revised Statutes, Sections 11-951 through  
11-954, as amended, between the STATE OF ARIZONA, acting by and  
through its DEPARTMENT OF TRANSPORTATION (the "State") and the  
GILA RIVER INDIAN COMMUNITY, acting by and through its TRIBAL  
COUNCIL (the "GRIC").

I. RECITALS

1. The State is empowered by Arizona Revised Statutes  
Section 28-108 to enter into this agreement and has by  
resolution, a copy of which is attached hereto and made a part  
hereof, resolved to enter into this agreement and has delegated  
to the undersigned the authority to execute this agreement on  
behalf of the State.

2. The GRIC is empowered to enter into this agreement and  
has by resolution, a copy of which is attached hereto and made  
a part hereof, resolved to enter into this agreement and has  
authorized the undersigned to execute this agreement on behalf  
of the GRIC.

3. Between 1982 and 1988, incident to proposed future  
construction improvements to I-10 in the vicinity of the sites  
of La Cuidad and Los Colinas, it was necessary to excavate the  
buried remains of 387 human beings, which were subsequently  
curated at Arizona State University and the University of  
Arizona. Under the provisions of Arizona Revised Statutes  
41-844, the GRIC has requested the repatriation of the human  
remains and associated grave goods, at an estimated cost of  
\$2,863.00, all at State expense, hereinafter referred to as the  
Project.



THEREFORE, in consideration of the mutual agreements expressed herein, it is agreed as follows:

II. SCOPE OF WORK

1. The GRIC will:

a. Coordinate directly with the University of Arizona and the Arizona State University to accomplish the planning and execution of the repatriation.

b. Accept the remains and associated artifacts from the universities and transport them to the Gila River Indian Reservation, prepare the remains for repatriation, provide the appropriate ceremony and repatriate the remains.

c. Invoice the State for the reasonable direct actual cost of the entire repatriation and associated ceremony, with no profit or fee, in an amount estimated at \$2,863.00.

d. Indemnify and save harmless the State, or any of its' departments, agencies, officers, or employees, from and against all loss, expense, damage or claim of any nature whatsoever which is caused by any activity, condition or event arising out of the performance or non-performance by the State of any of the provisions of this agreement.

2. The State will:

a. Be responsible for the entire cost of the Project. Advance the GRIC \$2,863.00, as the estimated cost of the Project, within thirty (30) days after receipt and approval of an invoice.

III. MISCELLANEOUS PROVISIONS

1. This agreement shall remain in force and effect until completion of said Project; provided, however, that this agreement may be cancelled at any time prior to the commencement of performance, upon thirty (30) days written notice to the other party.

2. This agreement shall become effective upon filing with the Secretary of State.

3. This agreement may be cancelled in accordance with Arizona Revised Statutes Section 38-511.

4. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this contract.

5. In the event of any controversy which may arise out of this agreement, the parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes Section 12-1518 (B) and (C).

6. All notices or demands upon any party to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Arizona Department of Transportation  
Joint Project Administration  
205 South 17 Avenue, Mail Drop 616E Room 222E  
Phoenix, AZ 85007

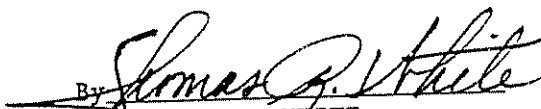
Gila River Indian Community  
Archaeological Licensing Officer  
PO Box E  
Sacaton, AZ 85247

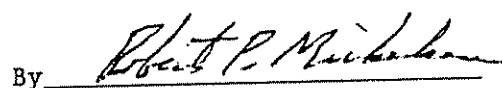
7. Attached hereto and incorporated herein is a copy of the written determination of each party's legal counsel that the parties are authorized under their respective laws to enter into this agreement and that the agreement is in proper form.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

GILA RIVER INDIAN COMMUNITY

STATE OF ARIZONA  
Department of Transportation

By   
THOMAS R. WHITE  
Governor

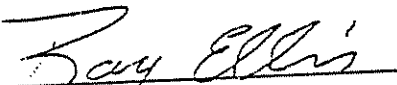
By   
ROBERT P. MICKELSON  
Deputy State Engineer

JPA 92-11

RESOLUTION

BE IT RESOLVED on this 10th day of January 1992, that I, CHARLES E. COWAN, as Director of the Arizona Department of Transportation, have determined that it is in the best interests of the State of Arizona that the Department of Transportation, acting by and through the Highways Division, to enter into an agreement with the Gila River Indian Community for the purpose of defining responsibilities for the repatriation of human remains and associated grave goods which were relocated incident to the completion of I-10 in the La Cuidad area.

Therefore, authorization is hereby granted to draft said agreements which, upon completion, shall be submitted for approval and execution by the Deputy State Engineer.

  
for CHARLES E. COWAN  
Director

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GILA RIVER INDIAN COMMUNITY  
RESOLUTION GR-49-92PR. CAGENA  
SACATON

Intergovernmental Agreement between the State of Arizona Department of Transportation and Gila River Indian Community Concerning Deaccessioning and Repatriation.

WHEREAS, the State of Arizona Department of Transportation (State) in compliance with Arizona Revised Statute Section 41-844, at ensuring groups having cultural affinity with prehistoric builders and occupants of cultural resources and human remains recovered from State projects are consulted regarding the treatment of the sacred objects, human remains and funerary objects for which claims have been made; and

WHEREAS, the Gila River Indian Community (GRIC) has made claim to the State regarding human remains (totaling 387 human beings) and funerary objects that were excavated at the La Cuidad and Los Colinas sites in Phoenix during construction improvements to Interstate-10 between 1982-1988; and

WHEREAS, claim by GRIC requested the State to return the human remains and funerary objects, excavated at the above sites, to GRIC for purposes of reburial; and

WHEREAS, the State's intention is to act in accordance with GRIC's request at returning all human remains and associated funerary objects from both sites that are now housed at the Arizona State Museum and Arizona State University prior to April 30, 1992; and

WHEREAS, an Intergovernmental Agreement (IGA) is necessary for the purposes of defining responsibilities of both parties for the State to advance GRIC the total deaccessioning and repatriation costs estimated at \$2,863.00; and

WHEREAS, GRIC's General Counsel has reviewed the IGA for signature.

NOW THEREFORE BE IT RESOLVED, that the Gila River Indian Council hereby authorize the Governor to sign the agreement document between the State and GRIC for the deaccessioning and repatriation of the above stated human remains.

CERTIFICATION

Pursuant to Authority contained in Article XV, Section 1, (a), (1), (9), (12), (18), and Section 4 of the amended Constitution and Bylaws of the Gila River Indian Community ratified by the Tribe, January 22, 1960, and approved by the Secretary of the Interior on March 17, 1960, the foregoing RESOLUTION was adopted this 1ST day of APRIL, 1992, at a Regular Council Meeting held in District #3, Sacaton, Arizona, at which a quorum of 11 members were present by a vote of 11 FOR: 0 OPPOSE: 0 ABSTAIN: 6 ABSENT: 0 VACANCY.

GILA RIVER INDIAN COMMUNITY

  
GOVERNOR

ATTEST:

  
COMMUNITY COUNCIL SECRETARY

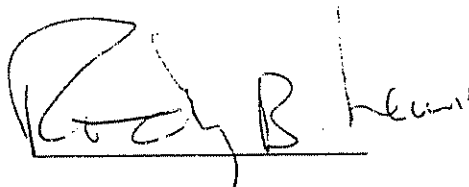
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GRIC  
Land & Water  
Resources

JPA 92-11

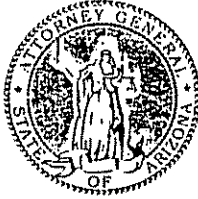
APPROVAL OF  
THE GILA RIVER INDIAN COMMUNITY TRIBAL ATTORNEY

*I have reviewed the above referenced proposed intergovernmental agreement, between the DEPARTMENT OF TRANSPORTATION, HIGHWAYS DIVISION, and the GILA RIVER INDIAN COMMUNITY, and declare this agreement to be in proper form and within the powers and authority granted to the Tribe under the laws of the Tribe.*

DATED this 8 day of April, 1992.

A handwritten signature in dark ink, appearing to read "Roy B. Lewis", written over a horizontal line.

*Tribal Attorney*



STATE OF ARIZONA

OFFICE OF THE ATTORNEY GENERAL

GRANT WOODS  
ATTORNEY GENERAL

1275 WEST WASHINGTON, PHOENIX 85007

MAIN PHONE : 542-5025  
TELECOPIER : 542-4085

April 22, 1992

INTERGOVERNMENTAL AGREEMENT  
DETERMINATION

A. G. Contract No. KR92-0089-TRN, an agreement between public agencies, has been reviewed pursuant to A.R.S. §11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATED this 23<sup>rd</sup> day of April, 1992.

GRANT WOODS  
Attorney General

A handwritten signature in cursive script, reading "James R. Redpath", is written over a horizontal line.

JAMES R. REDPATH  
Assistant Attorney General  
Transportation Section

JRR:ls  
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